

1 5285  
REGISTRATION NO. 1153 1425

KIRKPATRICK & LOCKHART

SOUTH LOBBY - 9TH FLOOR 1 5285  
1800 M STREET, N.W.  
WASHINGTON, D.C. 20036-5891  
RECORDATION NO. 1153 1425

EXCHANGE PLACE  
53 STATE STREET  
BOSTON, MA 02109  
(617) 227-6000

JUL 14 1987 - 3 PM

INTERSTATE COMMERCE COMMISSION

TELEPHONE (202) 778-9000

EXCHANGE PLACE

1500 OLIVER BUILDING

PITTSBURGH, PA 15222-5379

(412) 355-6500

JUL 14 1987 - 3:30 PM

INTERSTATE COMMERCE COMMISSION

WRITER'S DIRECT DIAL NUMBER

REGISTRATION NO. 1 5285

July 14, 1987

JUL 14 1987 - 3 PM

7-195A060

Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Room 1324  
12th & Constitution Avenue, N.W.  
Washington, D. C. 20423

1 5285  
RECORDATION NO. 1153 1425

JUL 14 1987 - 3 PM

INTERSTATE COMMERCE COMMISSION

Re: Shawmut Bank, N.A./Springfield Terminal  
Railway Company Equipment Lease

No. 7-195A060  
Date JUL 14 1987  
Fee \$ 30.00

ICC Washington, D.C.

Dear Madam Secretary:

I have enclosed an original and one duplicate copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The documents to be recorded are as follows:

- (1) A Master Equipment Lease Agreement No. 1 dated as of July 13, 1987 between Shawmut Bank, N.A. as lessor and Springfield Terminal Railway Company as lessee;
- (2) Rental Schedules No. A001 and A002 relating to the aforementioned Master Equipment Lease Agreement No. 1; and
- (3) A Guaranty Agreement by Boston and Maine Corporation and Maine Central Railroad Company guarantying the obligations of the lessee pursuant to the Master Equipment Lease Agreement No. 1.

The names and addresses of the parties to the documents are as follows:

(1) Lessor:

Shawmut Bank, N.A.  
One Federal Street  
Boston, MA 02211

Attention: Equipment Finance and  
Leasing Division

JUL 14 3 46 PM '87  
MOTOR OPERATING UNIT  
100 35 11 11 OF  
THE 100 35 11 11 OF

KIRKPATRICK & LOCKHART

Noreta R. McGee

July 14, 1987

Page 2

(2) Lessee:

Springfield Terminal Railway Company  
P.O. Box 490  
Sterling, MA 01545

(3) Guarantors:

Boston and Maine Corporation  
Iron Horse Park  
N. Billerica, MA 01862

and

Maine Central Railroad Company  
Iron Horse Park  
N. Billerica, MA 01862

The equipment subject to the lease constitute 35 General Motors SD-26 4600 class locomotives bearing lessee's serial numbers ST614 through 629 inclusive and ST631 through 649 inclusive. One TKO-710 one piece tie remover manufactured by Porteck, Inc. and one Kershaw on-track brush cutter model 32-8 serial no. 32-142-87.

A short summary of the document to appear in the index is as follows:

(1) Type of document; Lease between Shawmut Bank, N.A., One Federal Street, Boston, MA, as lessor, and Springfield Terminal Railway Company, P.O. Box 490, Sterling, MA, as lessee, dated as of July 13, 1987 and covering 35 General Motors SD-26 4600 class locomotives, one Kershaw on-track brush cutter and one Porteck tie remover.

(2) Guaranty Agreement by Boston and Maine Corporation, Iron Horse Park, N. Billerica, MA and Maine Central Railroad Company, Iron Horse Park, N. Billerica, MA guarantying lessee's obligations under said lease.

KIRKPATRICK & LOCKHART

Noreta R. McGee  
July 14, 1987  
Page 3

I also enclose requisite filing fee and request that recorded documents be returned to me as counsel for Lessee.

Very truly yours,

*Joseph C. Kennedy by Fey*  
Joseph C. Kennedy, Jr.

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

July 15, 1987

Joseph C. Kennedy, Jr.  
Kirkpatrick & Lockhart  
South Lobby-9th Floor  
1800 M. Street, N. W.  
Washington, D. C. 200;6-5891

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/14/87 at 3:50 PM, and assigned re-recording number(s).

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

1 5285  
RECORDATION NO. 257  
FILED 1428

LESSOR'S  
ORIGINAL

JUL 14 1987 - 3 50 PM

INTERSTATE COMMERCE COMMISSION RENTAL SCHEDULE NO. A-002  
AND  
CERTIFICATE OF INSPECTION AND ACCEPTANCE

RENTAL SCHEDULE No. A-002 and CERTIFICATE OF INSPECTION AND ACCEPTANCE to Master Equipment Lease dated as of July 13, 1987 (the "Lease") by and between the undersigned, the terms and conditions of which are hereby incorporated herein by reference. Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such equipment from Lessor effective the Lease Commencement Date thereof and for the Lease Term specified below, and (c) agrees to pay Lessor the rent, in the amounts and at the times specified below, for each item of Equipment. All of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

EQUIPMENT DESCRIPTION:

<u>Item</u> <u>No.</u>	<u>Serial</u> <u>No.</u>	<u>Unit No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Acquisition</u> <u>Cost</u>
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See Exhibit I attached hereto and incorporated herein by reference.

TOTAL ACQUISITION COST: \$260,035.45

STIPULATED LOSS VALUES: See Exhibit II attached hereto and incorporated herein by reference.

EQUIPMENT LOCATED AT: See Exhibit I attached hereto and incorporated herein by reference.

LEASE TERM:

<u>Interim Term:</u>	<u>Primary Term:</u>
Commencement Date: N/A	Commencement Date: July 14, 1987
Expiration Date: N/A	Expiration Date: July 13, 1991

LEASE COMMENCEMENT DATE: July 14, 1987

PAYMENT DATES: The Interim Term rent payment is due and payable N/A. The remaining rentals commence August 13, 1987 and continue monthly in arrears through and including July 13, 1991.

BASIC RENT:

Basic Rent Per Day: \$ N/A (See Note 1)  
Basic Rent Per Period: \$6,378.78 (See Note 2)

NOTE 1: Basic Rent Per Day is applicable during the Interim Term and is payable on the first Payment Date.

NOTE 2: Basic Rent Per Period and Basic Rent Per Day is computed by multiplying the Acquisition Cost as set forth above by:

Periodic Lease Rate Factor: 2.453%  
Per Diem Lease Rate Factor: N/A %

The undersigned, being duly authorized representatives of the Lessor and the Lessee hereby CERTIFY that the units of Equipment described above have been duly delivered to Lessee in good order and duly inspected and accepted by the Lessee as of the Lease Commencement Date reflected above on behalf of the Lessee as conforming in all respects with the requirements and provisions of the Lease.

LESSOR:

SHAWMUT BANK, N.A.

LESSEE:

SPRINGFIELD TERMINAL RAILWAY  
COMPANY

By [Signature]

Title Vice Pres.

By R. S. Long

Title Asst. Treasurer

Date of Acceptance (Lease  
Commencement Date): July 14,  
1987

LESSOR'S ORIGINAL

(Acknowledgement for Corporation)

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this 13th day of July, 1987 before me appeared Richard E. Long, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at 54 St. Germaine Street, Boston, Massachusetts, that he is the Assistant Treasurer of Springfield Terminal Railway Company, a corporation organized under the laws of Vermont, the corporation described in and which executed the above instrument, that he executed such instrument on behalf of said corporation by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said corporation and that the statements contained therein are true and correct in all respects.

(SEAL)

Antoinette M. Bacci  
Notary Public

My commission expires on: 10/9/92

(Acknowledgement for Corporation)

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this 13th day of July, 1987 before me appeared Thomas H. Dodge, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at 15 Indian Trail, Sandwich, MA, that he is a Vice President of Shawmut Bank, N.A., a national association, the association described in and which executed the above instrument, that he executed such instrument on behalf of said association by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said association and that the statements contained therein are true and correct in all respects.

(SEAL)

Antoinette M. Bacci  
Notary Public

My commission expires on: 10/9/92

EXHIBIT I  
TO  
RENTAL SCHEDULE NO. A-002  
CERTIFICATE OF INSPECTION AND ACCEPTANCE

DESCRIPTION OF EQUIPMENT

See ~~two~~<sup>one</sup> page~~s~~<sup>s</sup> attached hereto and incorporated herein by reference.

Exhibit I  
Description of Equipment

One (1) Kershaw Model 32-8 On Track Brush Cutter -  
Serial No. 32-142-87  
Engine No. 6VA-135156

One (1) Portec/RMPD "TKO" Tie Remover/Inserter

Location: Nashua, NH

EXHIBIT II  
TO  
RENTAL SCHEDULE NO. A-002  
AND  
CERTIFICATE OF INSPECTION AND ACCEPTANCE

STIPULATED LOSS VALUES

(Stated as Percentage of Acquisition Cost)

If Casualty Occurrence Occurs On Or After <u>Payment Date No.</u>	<u>Stipulated Loss Value</u>
Lease Commencement Date	100.7243%
1	98.9805
2	97.2216
3	95.4477
4	93.6586
5	91.8544
6	90.0352
7	88.2008
8	86.3514
9	84.4869
10	82.6072
11	80.7125
12	78.8027
13	76.8779
14	74.9379
15	72.9828
16	71.0127
17	69.0274
18	67.0271
19	65.0116
20	62.9811
21	60.9355
22	58.8748
23	56.7990
24	54.7082
25	52.6022
26	50.4811
27	48.3450
28	46.1937
29	44.0274
30	41.8460
31	39.6495
32	37.4379
33	35.2112
34	32.9694
35	30.7125
36	28.4406
37	26.1535
38	23.8514
39	21.5341

EXHIBIT II  
TO  
RENTAL SCHEDULE NO. A-002  
AND  
CERTIFICATE OF INSPECTION AND ACCEPTANCE

STIPULATED LOSS VALUES (continued)

<u>If Casualty Occurrence Occurs On Or After Payment Date No.</u>	<u>Stipulated Loss Value</u>
40	19.2018
41	16.8544
42	14.4919
43	12.1143
44	9.7216
45	7.3139
46	4.8910
47	2.4530
48 and thereafter	0.00

VS-5592/c  
7/13/87